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# **SECTION E**

# **INSPECTION AND ACCEPTANCE**

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## **SECTION E**

## **INSPECTION AND ACCEPTANCE**

## E.1 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT (APR 1984)

- (a) *Definition*. Services, as used in this clause, include services performed, workmanship, and material furnished or used in performing services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by re-performance, the Government may -
  - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
  - (2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.
- (e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may
  - (1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or
  - (2) Terminate the contract for default.

#### **E.2** ACCEPTANCE

Acceptance for all work and effort under this contract shall be accomplished by the Contracting Officer or any other duly authorized representative.